

MORRISON & HECKER

ATTORNEYS AT LAW

2600 Grand Avenue
Kansas City, Missouri 64108-4606
Telephone 816-691-2600
Telefax 816-474-4208

2-203A050

July 13, 1992

17895
RECORDATION NO. _____ FILED 1425
JUL 14 1992 4 05 PM
INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary,
Interstate Commerce Commission
12th and Constitution N.W.
Washington, D.C. 20423

FEDERAL EXPRESS

Re: Recordation of Chattel Mortgage

Dear Ms. McGee:

On behalf of our client, Boatmens First National Bank of Kansas City, enclosed are the original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Chattel Mortgage, a primary document dated April 30, 1992.

The names and addresses of the parties to the document be recorded are as follows:

Mortgagor: Herzog Contracting Corp.
600 South Riverside Road
P.O. Box 1089
St. Joseph, Missouri 64502
Attn: Arthur Van Meter

Mortgagee: Boatmens First National Bank of Kansas City
P.O. Box 419038
Kansas City, Missouri 64183
Attn: Barry Sullivan

A description of the equipment covered by the document is as follows:

One hundred eight (108) one hundred (100) ton capacity open-topped ballast railroad cars identified by the identification numbers on Exhibit A attached to this letter.

Ms. Noreta R. McGee
July 13, 1992
Page 2

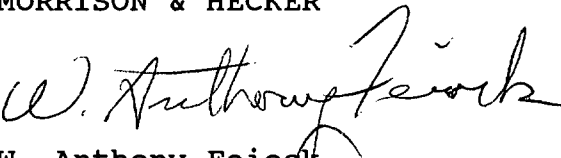
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index follows:

A Chattel Mortgage between Herzog Contracting Corp., 600 South Riverside Road, P.O. Box 1089, St. Joseph, Missouri 64502, Mortgagor, and Boatmens First National Bank of Kansas City, P.O. Box 419038, Kansas City, Missouri 64183, Mortgagee, dated April 30, 1992, and covering one hundred eight (108) one hundred (100) ton capacity open-topped ballast railroad cars. The Chattel Mortgage also contains an assignment by Mortgagor to Mortgagee of two Automated Ballast Car Service Agreements dated February 4, 1992 and February 5, 1992 covering the same one hundred eight (108) open-topped ballast railroad cars, which agreements are believed to be unrecorded.

Very truly yours,

MORRISON & HECKER



W. Anthony Feiock

WAF:cmt
Enclosures
cc: Barry Sullivan

WAF006.KCM/cmt

MORRISON & HECKER

ATTORNEYS AT LAW

2600 Grand Avenue
Kansas City, Missouri 64108-4606
Telephone 816-691-2600
Telefax 816-474-4208

July 17, 1992

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Att'n: Mildred Lee (Room 2303)

Re: Recordation of Chattel Mortgage

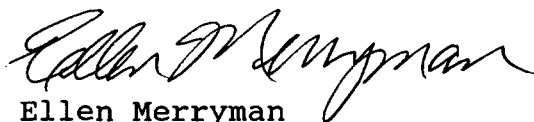
Dear Ms. Lee:

As you requested by phone today, enclosed is our firm's check no. 72958 for the additional \$1.00 owed to the ICC for the chattel mortgage recordation fee (\$16.00). Also, attached is a copy of Mr. Feiock's July 13, 1992, letter which covered the mortgage and our earlier check in the amount of \$15.00.

Thank you for your assistance.

Very truly yours,

MORRISON & HECKER



Ellen Merryman
Secretary to W. Anthony Feiock

(Enc.)

WAF00L.KCM/gem

Interstate Commerce Commission
Washington, D.C. 20423

7/21/92

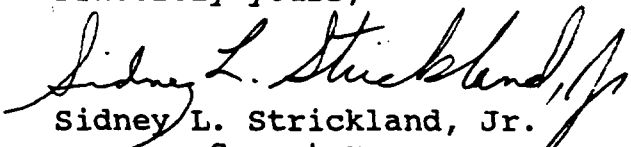
OFFICE OF THE SECRETARY

W. Anthony Feiock
Morrison & Hecker
2600 Grand Avenue
Kansas, Missouri 64108-4606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/14/92 at 4:05pm, and assigned recordation number(s). 17895

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

JUL 14 1992 -4 03 PM

CHattel Mortgage

INTERSTATE COMMERCE COMMISSION

Herzog Contracting Corp. ("Mortgagor"), a Missouri corporation, whose address is 600 South Riverside Road, P.O. Box 1089, St. Joseph, Missouri 64502, to secure payment of the indebtedness described below,

HEREBY CONVEYS AND MORTGAGES to Boatmen's First National Bank of Kansas City ("Mortgagee"), P.O. Box 419038, Kansas City, Missouri 64183 and its successors and assigns, all of the following chattels, including all Automatic Ballast Door Activator Systems added or to be added to or installed upon each and all other present and future attachments and accessories thereto and all replacements and proceeds thereof, and including amounts payable under any insurance policy, all hereinafter referred to collectively as Chattels:

One hundred eight (108) one hundred (100) ton capacity ballast railroad cars identified by the Mortgagor identification numbers assigned to each car, and formerly identified by Burlington Northern Railroad Company numbers, listed on Exhibit A attached hereto and made a part hereof

To have and to hold said Chattels unto Mortgagee and Mortgagee's sole use forever.

PROVIDED THAT IF MORTGAGOR SHALL PAY to Mortgagee all sums due to Mortgagee under that certain Promissory Note (the "Note") of Mortgagor of even date herewith payable to the order of Mortgagee and fulfill all of Mortgagor's obligations under the Note and under this Chattel Mortgage, then this Mortgage shall be void, otherwise to remain in full force and effect.

1. Mortgagor's Warranties, Representations and Covenants.

Mortgagor warrants, represents and covenants, for itself and its successors and assigns, with Mortgagee as follows:

- (a) Mortgagor is justly indebted to Mortgagee for the full amount of the foregoing indebtedness and interest thereon.
- (b) Mortgagor lawfully possesses and owns the Chattels free from all claims and encumbrances and warrants and shall defend them at its own cost against all claims and demands whatsoever.
- (c) Mortgagor will keep the Chattels free from all liens, claims, security interests and encumbrances.
- (d) Mortgagor will pay promptly when due all taxes, license fees and other public or private charges levied or assessed against the Chattels, this Mortgage or the Note and satisfy all liens against the Chattels, and this obligation shall survive the termination of this Mortgage.

- (e) No financing statement covering the Chattels or any proceeds thereof is on file in favor of anyone other than Mortgagee but, if such other financing statement is on file, it will be terminated or subordinated. No mortgage, lease, equipment trust agreement, conditional sales agreement, security agreement or other instrument evidencing the mortgage, lease, conditional sale or bailment of or grant of a security interest in the Chattels in favor of anyone other than Mortgagee is on file with the Interstate Commerce Commission but, if such other instrument is on file, it will be terminated or subordinated.
- (f) All information supplied and statements made by Mortgagor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Mortgage are and shall be true, correct, complete, valid and genuine.
- (g) Mortgagor will not misuse, fail to keep in good repair, secrete, or without the prior written consent of Mortgagee encumber any of the Chattels.
- (h) Mortgagee may enter upon Mortgagor's premises at any reasonable time to inspect the Chattels and Mortgagor's books and records pertaining to the Chattels and Mortgagor shall assist Mortgagee in making such inspection.
- (i) The Chattels constitute and will constitute continuing security for all of the obligations of Mortgagor to Mortgagee, now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including without limitation, all obligations arising under the Note, in each case if such instrument as originally executed or as modified, amended, supplemented or extended, and all obligations of the Mortgagor arising out of any extension, refinancing or refunding of any of the foregoing obligations.

2. Events of Default; Acceleration.

The following are events of default under this Mortgage which will allow Mortgagee to take such action under this Paragraph and under Paragraph 3 as it deems necessary:

- (a) any of Mortgagor's obligations to Mortgagee under this Mortgage, the Note or any promissory note, agreement or other instrument with Mortgagee is not paid promptly when due;
- (b) Mortgagor breaches any warranty or provision hereof, or of the Note or of any other instrument or agreement delivered by Mortgagor to Mortgagee in connection with this or any other transaction;

- (c) Mortgagor gives notice to Mortgagee of its intention to agree to terminate either of the BNR Agreements (hereinafter defined), Mortgagor agrees to terminate either of the BNR Agreements without giving Mortgagee prior notice, or either BNR or Mortgagee gives notice of default under either of the BNR Agreements to the other party thereto;
- (d) a lien, encumbrance or security interest is imposed on the Chattels;
- (e) it is determined that Mortgagor has given Mortgagee materially misleading information regarding its financial condition;
- (f) any of the Chattels are lost, or destroyed or damaged beyond repair;
- (g) Mortgagor becomes insolvent or ceases to do business as a going concern;
- (h) a petition or complaint in bankruptcy or for arrangement or reorganization or for relief under any insolvency law is filed by or against Mortgagor or Mortgagor admits its inability to pay its debts as they mature;
- (i) property of Mortgagor is attached or a receiver is appointed for Mortgagor;
- (j) whenever Mortgagee in good faith believes the prospect of payment or performance is impaired or in good faith believes the Chattels are insecure;
or
- (k) any guarantor, surety or endorser for Mortgagor dies or defaults in any obligation or liability to Mortgagee or any guaranty obtained in connection with this transaction is terminated or breached.

If Mortgagor shall be in default hereunder, the indebtedness herein described and all other indebtedness then owing by Mortgagor to Mortgagee under this or any other present or future agreement (collectively, the "indebtedness") shall, if Mortgagee shall so elect, become immediately due and payable without notice. In no event shall the Mortgagor upon demand by Mortgagee for payment of the indebtedness, by acceleration of the maturity thereof or otherwise, be obligated to pay any interest in excess of the amount permitted by law. Any acceleration of indebtedness, if elected by Mortgagee, shall be subject to all applicable laws, including laws relating to rebates and refunds of unearned charges.

3. Mortgagee's Remedies After Default; Consent to Enter Premises.

Upon Mortgagor's default and at an time thereafter, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Missouri and any other applicable laws, including the right to any deficiency remaining after disposition of the Chattels, for which Mortgagor agrees to remain fully liable. Mortgagor agrees that Mortgagee, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or

otherwise under the real or apparent control of Mortgagor or any agent of Mortgagor where the Chattels may be or where Mortgagee believes the Chattels may be, and disassemble, render unusable and/or repossess all or any item of the Chattels, disconnecting and separating all Chattels from any other property and using all force necessary. Mortgagor expressly waives all further rights to possession of the Chattels after default and all claims for injuries suffered through or loss cause by such entering and/or repossession. Mortgagee may require Mortgagor to assemble the Chattels and return them to Mortgagee at a place to be designated by Mortgagee.

Mortgagee will give Mortgagor reasonable notice of the time and place of any public sale of the Chattels or of the time after which any private sale of the Chattels or any other intended disposition thereof is to be made. Mortgagor acknowledges and agrees that a private sale of the Chattels to BNR at the then current "fair market price" for similar railcars plus any betterments such as but not limited to the power controlled doors and less any repair costs will be commercially reasonable in all aspects. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Mortgagor shown herein at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees and other legal expenses. Mortgagor understands that Mortgagee's rights under this Mortgage at law and otherwise are cumulative and not alternative.

4. Waiver of Default; Agreement Inclusive.

Mortgagee may in its sole discretion waive a default, or cure, at Mortgagor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Agreement or the Note shall bind Mortgagee unless in writing signed by Mortgagee. No oral agreement or representation shall be binding.

Until any default, Mortgagor shall remain in possession of the Chattels, but Mortgagor shall not without the prior written consent of Mortgagee misuse, fail to keep in good repair, sell, rent, lend, encumber, transfer, secrete or dispose of any of the Chattels, nor permit any such act. Mortgagor will settle all claims against the named Mortgagee directly with it alone and Mortgagor will not set up any defense or counterclaim against any assignee of the named Mortgagee.

5. Lease of Chattels by Mortgagor.

Mortgagor has entered into two (2) Automated Ballast Car Service Agreements (the "BNR Agreements") with Burlington Northern Railroad Company ("BNR") dated February 4, 1992, and February 5, 1992, pursuant to which Mortgagor will lease or provide the Chattels to BNR. Pursuant to the BNR Agreements, Mortgagor may remove or permit BNR to remove the Chattels to other locations, but Mortgagor shall report the location of the Chattels to Mortgagee monthly. Mortgagor hereby agrees that Mortgagee shall, at any

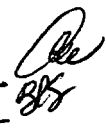
time and from time to time, have full access to and the right to inspect the Chattels hereunder whether such Chattels are located on Mortgagor's premises, the premises of BNR in other locations; provided that, in no event shall Mortgagor remove or permit the Chattels to be removed to a place other than the United States, exclusive of all Commonwealths, Territories and Possessions, without the written consent of Mortgagee. Mortgagor may not agree to terminate either of the BNR Agreements without giving Mortgagee at least thirty (30) days prior written notice and Mortgagor will give Mortgagee immediate written notice of the giving of a notice of default by either BNR or Mortgagor under either of the BNR Agreements.

6. Assignment of Rentals and Leases.

To further secure payment of all Mortgagor's obligations under this Mortgage, Mortgagor agrees:

- (a) to assign and hereby pledges and assigns the BNR Agreements and any other leases, rentals, accounts and contracts and other chattel paper, with respect to the Chattels which may now exist or hereafter arise together with all rights thereunder and all rental, and purchase option and other payments and income due and to become due thereunder or arising therefrom;
- (b) to mark all such leases and chattel paper other than the BNR Agreements with a legend that they are subject and subordinate to this Mortgage;
- (c) to deliver the BNR Agreements and all such leases together with all other instruments requested by Mortgagee to evidence and conform the aforesaid pledge;
- (d) to file, at Mortgagee's request, copies of such leases with the Interstate Commerce Commission, to file UCC financing statements or to otherwise perfect a first priority security interest against any such lessees; and to assign such financing statements to Mortgagee.
- (e) to affix and maintain as legible the following legend on each ballast car which is a part of the Chattels:

This car is owned by Herzog Contracting Corp. subject to a Chattel Mortgage in favor of Boatmen's First National Bank of Kansas City ~~filed with the ICC and a Service Agreement with Burlington Northern Railroad Company.~~

Handwritten signature and initials, possibly "BK" or "BKJ", in dark ink.

So long as Mortgagor is not in default in the performance of any obligations hereunder, Mortgagor may collect and retain all rental payments due and owing under such leases

directly from such lessees. No lease of the Chattels hereunder shall relieve Mortgagor from any of its obligations to Mortgagee hereunder.

Upon demand by the Mortgagee, the Mortgagor will specifically authorize and direct BNR under the BNR Agreements and the lessee under each lease to make payment of all moneys due and to become due under or arising out of the BNR Agreements and such lease directly to the Mortgagee (and the Mortgagor hereby specifically authorizes the Mortgagee upon such occurrence to send to BNR and any or all such lessees notification so directing such payments). Upon such demand the Mortgagor, on its behalf, irrevocably authorizes and empowers the Mortgagee to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable or remain unpaid to the Mortgagor by BNR or such lessee at any time or times under or arising out of its respective agreement or lease; to endorse any checks, drafts or other orders for the payment of money payable to the Mortgagor in payment therefor, and in the Mortgagee's discretion to file any claims or take any action or proceedings either in its own name or in the name of the Mortgagor or otherwise, which the Mortgagee may deem to be necessary or advisable so long as any of the obligations remain unsatisfied.

It is expressly agreed by the Mortgagor that, anything, herein to the contrary notwithstanding, the Mortgagor shall remain liable under the BNR Agreements and each lease to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Mortgagee shall have no obligation or liability under the BNR Agreements or any lease by reason of or arising out of this Mortgage or the assignment of the BNR Agreements or any lease to the Mortgagee or the receipt by the Mortgagee of any payment relating thereto, nor shall the Mortgagee be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under or pursuant to the BNR Agreements or any lease, or to make any payment, or to may any inquiry as to the nature or the sufficiency of any performance by any party thereunder, or to present or file any claim, or to take any action to enforce the observance of any obligations of any party thereto.

7. Insurance and Risk of Loss.

All risk of loss, damage to or destruction of the Chattels shall at all times be on Mortgagor. Mortgagor shall promptly notify Mortgagee upon Mortgagor's receipt of any notice of a Casualty Occurrence as defined in the BNR Agreements and upon receipt of any payments of casualty value from BNR on account of Casualty Occurrences to the Chattels, shall segregate such payments and notify Mortgagee of their receipt. Mortgagee may require Mortgagor to immediately pay over any such funds to Mortgagee to be applied to the payment of the Note or other indebtedness secured hereby or may at its option permit Mortgagor to use such funds to obtain a replacement car or cars. If at any time either of the BNR Agreements is terminated before the Note is paid in full, then Mortgagor will procure forthwith and maintain at Mortgagor's expense insurance against all risks of loss or physical damage to the Chattels subject to such agreement for the full insurable value thereof for the life of this Mortgage plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as Mortgagee may specify, and shall

promptly deliver each policy to Mortgagee with a standard long-form Mortgagee's endorsement attached thereto showing loss payable to Mortgagee; and providing Mortgagee with not less than 30 days written notice of cancellation; each such policy shall be in form, terms and amount and with insurance carriers satisfactory to Mortgagee; Mortgagee's acceptance of policies in lesser amounts or risks shall not be a waiver of Mortgagor's foregoing obligations. As to Mortgagee's interest in such policy, no act or omission of Mortgagor or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

Mortgagor hereby assigns to Mortgagee any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the Chattels including returned or unearned premiums, and (d) to endorse Mortgagor's name on any check, draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to Mortgagee; provided, however, Mortgagee is under no obligation to do any of the foregoing.

Should Mortgagor fail to furnish such insurance policy to Mortgagee, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then Mortgagee without waiving or releasing any default or obligation by Mortgagor, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of Mortgagor and charge the premium to Mortgagor's indebtedness under this Mortgage. The full amount of any such premium paid by Mortgagee shall be payable by Mortgagor upon demand, and failure to pay same shall constitute an event of default under this Mortgage.

8. Financing Statements; Certain Expenses.

At the request of Mortgagee, Mortgagor will execute any financing statements, agreements or documents, in form satisfactory to Mortgagee which Mortgagee may deem necessary or advisable to establish and maintain a perfected security interest in the Chattels and any leases, chattel paper and income arising therefrom, and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Mortgagee. If permitted by law, Mortgagor authorizes Mortgagee to file a financing statement with respect to the Chattels signed only by Mortgagee and to file a carbon, photograph or other reproduction of this Mortgage or of a financing statement. Mortgagor also agrees to pay all costs and expenses incurred by Mortgagee in conducting ICC, UCC, tax or other lien searches against the Mortgagor or the Chattels.

9. Waiver of Defenses Acknowledgment.

If Mortgagee assigns this Mortgage to a third party ("Assignee"), then after such assignment:

- (a) Mortgagor will make all payments directly to such Assignee at such place as Assignee may from time to time designate in writing;
- (b) Mortgagor agrees that it will settle all claims, defenses, setoffs and counterclaims it may have against Mortgagee directly with Mortgagee and will not set up any such claim, defense, setoff or counterclaim against Assignee, Mortgagee hereby agreeing to remain responsible therefor;
- (c) Mortgagee shall not be Assignee's agent for any purpose and shall have no authority to change or modify this Mortgage or any related document or instrument; and
- (d) Assignee shall have all of the rights and remedies of Mortgagee hereunder but none of Mortgagee's obligations.

10. Miscellaneous.

Mortgagor waives all exemptions. Mortgagee may correct patent errors herein and fill in such blanks as serial numbers and the like. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Mortgagor and Mortgagee each hereby waive any right to a trial by jury in any action or proceeding with respect to, in connection with or arising out of this Mortgage, or any note or document delivered pursuant to this Mortgage. Mortgagor acknowledges receipt of a true copy and waives acceptance hereof. If Mortgagor is a corporation, this Mortgage is executed pursuant to authority of Directors. Except where the context otherwise requires, "Mortgagor" and "Mortgagee" include the successors or assigns of those parties but nothing herein shall authorize Mortgagor to assign this Mortgage or its rights in and to the Chattels. If more than one Mortgagor executes this Mortgage, their obligations under this Mortgage shall be joint and several. ~~The Mortgagor shall have no right to prepay the Note or any promissory note executed in connection with this Mortgage.~~ A letter or a telegram sent to Mortgagor at the address shown above, whether received by Mortgagor or not, will be sufficient notice or demand as to anything for which notice or demand is required. This Mortgage shall be construed and enforced under the laws of the State of Missouri.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in this Mortgage or in any other agreement made in connection with this transaction, it is agreed that:

- (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon this Mortgage or any such other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law and any excess shall be credited to the Mortgagor; and

- (b) If Mortgagee elects to accelerate the maturity of, or if Mortgagee permits Mortgagor to prepay the indebtedness described in Paragraph 2, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law, and any excess interest, if any, provided for in this Mortgage or otherwise, shall be credited to Mortgagor automatically as of the date of acceleration or prepayment.

This Chattel Mortgage may be executed in multiple counterparts. each of which will constitute an original.

IN WITNESS WHEREOF, Mortgagor has caused this Chattel Mortgage to be executed and sealed on its behalf by persons thereunto duly authorized, on 4-30, 1992

"Mortgagor"

Herzog Contracting Corp.

[Corporate Seal]

By: Arthur W. Van Meter

Title: Vice Pres.

STATE OF Missouri)

COUNTY OF Buchanan) ss.

On this 30th day of April, 1992, before me personally appeared Arthur W. Van Meter, to me personally known, who being by me duly sworn, says that he is the Vice Pres of Herzog Contracting Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorrie A. Smiley
Notary Public

My Commission Expires:

6/21/93

ACCEPTED BY:

"Mortgagee"

Boatmen's First National Bank of Kansas City

[Corporate Seal]

ATTEST:

Cecil E. Sanders
Asst. Secretary

By:

Title:

Barry Sullivan
VICE PRESIDENT

STATE OF Missouri)

COUNTY OF Buchanan) ss.

On this 30th day of April, 1992, before me personally appeared Barry P. Sullivan, to me personally known, who being by me duly sworn, says that he is the Vice Pres. of Boatmen's First National Bank of Kansas City, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Lorrie A. Smiley
Notary Public

My Commission Expires:

6/21/93

WAF08C.KCM/gem

EXHIBIT A

New Herzog No.		Old BN No.		New Herzog No.		Old BN No.	
HZGX	6300	BN	953953	HZGX	6301	BN	953954
HZGX	6302	BN	953886	HZGX	6303	BN	953962
HZGX	6304	BN	953928	HZGX	6305	BN	953870
HZGX	6306	BN	953934	HZGX	6307	BN	953876
HZGX	6308	BN	963902	HZGX	6309	BN	953882
HZGX	6310	BN	953910	HZGX	6311	BN	953871
HZGX	6312	BN	953884	HZGX	6313	BN	953933
HZGX	6314	BN	953908	HZGX	6315	BN	953960
HZGX	6316	BN	953932	HZGX	6317	BN	953874
HZGX	6318	BN	953927	HZGX	6319	BN	953996
HZGX	6320	BN	953855	HZGX	6321	BN	953868
HZGX	6322	BN	953956	HZGX	6323	BN	953909
HZGX	6324	BN	953860	HZGX	6325	BN	953885
HZGX	6326	BN	953995	HZGX	6327	BN	953883
HZGX	6328	BN	953942	HZGX	6329	BN	953893
HZGX	6330	BN	953887	HZGX	6331	BN	953964
HZGX	6332	BN	953872	HZGX	6333	BN	953992
HZGX	6334	BN	953955	HZGX	6335	BN	953891
HZGX	6336	BN	953914	HZGX	6337	BN	953929
HZGX	6338	BN	953952	HZGX	6339	BN	953866
HZGX	6340	BN	953913	HZGX	6341	BN	953931
HZGX	6342	BN	953916	HZGX	6343	BN	953912
HZGX	6344	BN	953941	HZGX	6345	BN	953915
HZGX	6346	BN	953998	HZGX	6347	BN	953951
HZGX	6348	BN	953894	HZGX	6349	BN	953950
HZGX	6350	BN	953948	HZGX	6351	BN	953935
HZGX	6352	BN	953926	HZGX	6353	BN	953940
HZGX	6354	BN	953875	HZGX	6355	BN	953917
HZGX	6356	BN	953911	HZGX	6357	BN	953963
HZGX	6358	BN	958440	HZGX	6359	BN	958441
HZGX	6360	BN	953957	HZGX	6361	BN	953961
HZGX	6362	BN	953857	HZGX	6363	BN	953925
HZGX	6364	BN	953889	HZGX	6365	BN	953863
HZGX	6366	BN	953859	HZGX	6367	BN	953895
HZGX	6368	BN	953878	HZGX	6369	BN	953901
HZGX	6370	BN	953937	HZGX	6371	BN	958425
HZGX	6372	BN	953873	HZGX	6373	BN	953862
HZGX	6374	BN	953869	HZGX	6375	BN	953888
HZGX	6376	BN	953903	HZGX	6377	BN	953892
HZGX	6378	BN	953896	HZGX	6379	BN	958428
HZGX	6380	BN	953877	HZGX	6381	BN	953879
HZGX	6382	BN	953856	HZGX	6383	BN	953938
HZGX	6384	BN	953852	HZGX	6385	BN	953800
HZGX	6386	BN	953994	HZGX	6387	BN	953936
HZGX	6388	BN	958453	HZGX	6389	BN	953853
HZGX	6390	BN	953854	HZGX	6391	BN	953858
HZGX	6392	BN	953861	HZGX	6393	BN	953865
HZGX	6394	BN	953867	HZGX	6395	BN	953880
HZGX	6396	BN	953890	HZGX	6397	BN	953907
HZGX	6398	BN	953924	HZGX	6399	BN	953999
HZGX	6400	BN	953930	HZGX	6401	BN	953965
HZGX	6402	BN	953991	HZGX	6403	BN	958449
HZGX	6404	BN	958426	HZGX	6405	BN	958427
HZGX	6406	BN	958430	HZGX	6407	BN	958434